# Bond Number \_\_\_\_\_\_\_\_\_\_\_

### Sample Performance Bond

BY THIS BOND, We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as Principal, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as Surety, located at

\_\_\_\_\_\_\_\_\_\_\_\_, a surety chartered and existing under the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and authorized to do business in the State of [state] , are bound to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Owner”), in the sum of personal representatives, successors and assigns, jointly and severally.

Principal has entered into a contract dated as of the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_ with Owner for

in accordance with drawings and specifications, which contract is incorporated by reference and made part of hereof, and is referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and
2. Pays Owner any and all loss, damage, costs and attorneys’ fees that Owner sustains because of any default by Principal under the Contract,

Then this bond is void; otherwise it remains in full force.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with formalities connected with the Contract or alterations which may be made in the terms of the said Contract or in the work to be down under it, or the giving by the Owner of any extension of time for the performance of the said Contract or any other forbearance on the part of the Owner or Principal to the other, shall not affect the obligation of the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns under this bond notice to the Surety of any such changes alterations, extensions or forbearance being hereby waived.
2. If no event will the Surety be liable in the aggregate to obligee for more than the penal sum of this Performance Bond.

DATED \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_.

 PRINCIPAL:

 By:

 Printed Name:

 Printed Title:

SURETY:

By:

 Printed Name:

 Printed Title:

STATE OF

COUNTY OF

The forgoing instrument was acknowledged before me this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_ by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name) , as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (title) of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of corporation) , a \_\_\_\_\_\_\_\_\_\_\_\_\_ (state) corporation, on behalf of the corporation. He/She [please check as applicable] /\_\_\_\_/ is personally known to me k, or has produced /\_\_\_\_/ hi/her \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (state) driver’s license, or /\_\_\_\_/ his/her \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Printed Name)

NOTARY PUBLIC, STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Commission Expiration Date)